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#### Contract Database Metadata Elements

Title: **DeRuyter Central School District and DeRuyter Support Staff Association, CSEA Local 1000, AFSCME, AFL-CIO, Madison County Local 827 (2002) (MOA)**

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Union: **DeRuyter Support Staff Association, CSEA, AFSCME, AFL-CIO**

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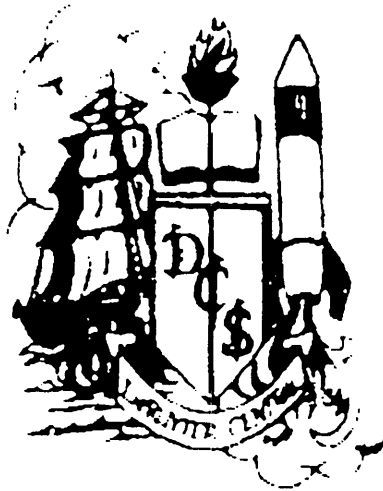
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De Ruyter Central School District And  
De Ruyter Support Staff Association

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GEN



**CONTRACT**  
**BETWEEN THE**  
**SUPERINTENDENT OF SCHOOLS**  
**FOR THE DERUYTER CENTRAL SCHOOL DISTRICT**  
**AND THE**  
**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,**  
**LOCAL 1000, AFSCME, AFL-CIO**  
**DERUYTER CENTRAL SCHOOL DISTRICT**  
**SUPPORT STAFF ASSOCIATION**

**July 1, 2002 through June 30, 2005**

**PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**DEC 17 2002**

**CONCILIATION**

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## **ARTICLE 1 MANAGEMENT RIGHTS**

The Association recognizes that the District retains the sole and exclusive right and authority to manage all of the business of the District except as expressly and specifically modified by this contract.

## **ARTICLE 2 RECOGNITION**

- A. The DeRuyter Central School District recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Madison County Local 827, the recognized union, as the sole and exclusive representative for collective negotiations with respect to wages, salaries, hours and all other terms and conditions of employment for the following employees: Custodian, Cleaner, Groundskeeper, Teacher Assistant, Keyboard Specialist, Executive Secretary, Library Aide, Driver, Mechanic, Food Service Worker, School Monitor, Teacher Aide, Bus Monitor, Student Monitor, School Nurse, Guidance Secretary, and excluded are head custodian, head mechanic, cook manager, clerical person assigned to the School Business Executive, senior typist to Superintendent of Schools, District Treasurer, Secretary assigned to the Committee on Special Education and all other employees.
- B. Dues Check-off
1. The District shall deduct from the wages of employees and remit to the Civil Service Employees' Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues for those employees who have signed the appropriate payroll deduction authorization cards permitting such deductions.
  2. The School District agrees to deduct and remit such monies for CSEA as the recognized exclusive negotiating agent for employees of the unit. Once the funds are remitted to the Association or its designated agent, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association or its designated agent.
  3. The District will provide, upon written request from the Association President, a list of the following information: name, dues amount, home address, salary, title, last date of hire, and social security number.
  4. The Civil Service Employees Association, Inc., having been certified as the exclusive representative of employees within the bargaining unit represented by this agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees

Association, Inc., and remit such fees to the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, N.Y. 12210.

The Civil Service Employees Association, Inc. hereby agrees to indemnify the District and hold harmless the District regarding any claims and suits pertaining to agency shop fee deductions. This includes legal fees and any other expenses and

## Article 2, Recognition (cont'd)

costs incurred in defending such claims, suits and judgments or awards resulting therefrom.

5. The School Business Administrator or his/her designee will make available to the CSEA, Inc. or its authorized unit president a copy of the District's personnel actions following the monthly Board of Education meetings.
6. The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues, agency shop fees and union-sponsored insurance and benefit program premiums for employees covered by this agreement, which exclusivity shall not pertain to any Cafeteria Plan offered by the District. Insurance premiums not sent to CSEA, Inc. shall be sent to JLT Services Corporation, the agent for the C.S.E.A. Benefit Trust, at P.O. Box 956, Schenectady, N.Y. 12301-0956, on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

## ARTICLE 3 SNOW DAYS

All 12 month day shift employees are required to report as usual on any snow or other emergency type day. All twelve (12) month night shift employees will report as required. Failure to report delays in arriving to the immediate supervisor shall mean a loss of pay. Each case, wherein the employee is subject to loss of pay pursuant to this provision, shall be judged on the merits of said case by the Superintendent of Schools. The Superintendent of Schools decision shall not be precedent setting or prejudicial in any future situations. Employees shall be deducted for unauthorized time off during snow days. It is the responsibility of the employee to contact the immediate supervisor to request permission to change scheduled hours and to advise him/her of unavoidable delays. Maintenance and clerical personnel may be released early on snow days by the immediate supervisor, with the prior knowledge and approval of the District's School Business Executive or his/her authorized designee.

All employees working less than 12 months will report as required. Employees not required to report to work will receive their regular pay. Employees shall be deducted for unauthorized time off during snow days. Failure to report delays in arriving to the immediate supervisor shall mean a loss of pay. It is the responsibility of the employee to contact the immediate supervisor to request  
Article 3 (cont'd)

permission to change scheduled hours and to advise him/her of unavoidable delays. Employees working less than 12 months may be released early on snow days by the immediate supervisor, with the prior knowledge and approval of the District's School Business Executive or his/her authorized designee.

## **ARTICLE 4 LEAVES**

### **PERSONAL DAYS**

#### **Section 1**

All 10, 11, and 12 month full time and part time unit employees who work more than 50% of the full time annual hours for their title, except for hourly employees, will be entitled to three (3) personal days. Personal days are intended to be used for events that cannot be attended to other than during the normal working day, and for reasons of a nature serious enough to cause undue inconvenience and/or hardship. A personal day shall not be used to create or extend a vacation period and/or holiday, nor for recreational, social, and/or shopping activities, except pursuant to Section 2 of this Article. Personal leave shall not be taken in connection with other outside employment. The personal day leave form must be completed and submitted to the supervisor and then to the Superintendent or his/her authorized designee for approval. A minimum of one (1) working day prior to the day for which personal leave is being requested will be required. Unused personal leave will be credited to the employee's sick leave accumulation.

New employees hired after July 1, 1996 will earn prorated days at the rate of 1 day for each four (4) months worked for 12 month employees or three and one third (3.33) months worked for ten month employees.

#### **Section 2**

No personal leave day will be granted on any day immediately before or after a holiday or vacation period, unless a reason is given and the request is approved by the Superintendent or his/her designee. The employee must submit his/her request no later than two (2) weeks (10 school or work days) before the date the leave is to be taken.

### **SICK LEAVE**

#### **Section 1**

Any employee who will be absent from work must notify the appropriate supervisor as soon as possible, and in any event, prior to the beginning of the work shift.

All 10, 11-, or 12 month full time and part time unit employees who work more than 50% of the full time annual hours for their title shall, except for hourly employees, be entitled to 10, 11, or 12 days of sick leave each July 1. An individual who is hired other than July 1 shall receive a proration of said days. If any portion of these days are unused at the end of the year, the unused sick days are carried over to the following year. A maximum of 225 sick days may be accumulated.

The District may request a doctor's excuse when three or more consecutive sick leave days are used in any school year.

## Article 4, Leaves (cont'd)

### Section 2

The District agrees to provide Section 41-j of the Employees' Retirement System. The first 165 days of each retiring employee's accumulated sick leave will be used for the 41-j service credit. Each retiring employee with 10 or more years of service at DeRuyter will be paid \$15.00 for days 166 through 225, or his/her accumulation, if less. {SEE ALSO ARTICLE 14, RETIREMENT}

### **FAMILY LEAVE**

Up to three (3) days may be used for family illness in the unit employee's immediate family. Immediate family is defined as mother, father, spouse, child, and grandchild. These days shall be deducted from the employee's sick leave credits. Additional days may be granted upon the request of the employee and at the discretion of the Superintendent.

\* All leave days may only be taken in 1/2 day units( i. e. sick, personal, vacation).

### **BEREAVEMENT LEAVE**

In the event of death in the immediate family (father or father-in-law; mother or mother-in-law; husband; wife; son or son-in-law; daughter or daughter-in-law; grandchild; sister or sister-in-law; brother or brother-in-law; maternal or paternal grandparents, and step relations corresponding to the relatives on the preceding list) the employee shall receive up to four (4) days' leave with pay, without charge to accumulated sick leave. Additional days may be granted by the Superintendent, but those additional days must come from accumulated sick leave or be considered leave without pay.

### **FAMILY AND MEDICAL LEAVE ACT**

1. In accordance with the applicable provisions of the Family and Medical Leave Act of 1993 ("FMLA"), eligible unit members shall be entitled to up to twelve (12) weeks (60 work days) of unpaid leave for FMLA approved absences per fiscal year (July 1 - June 30).
2. To be eligible for FMLA leave, an employee must have worked for the DeRuyter Central School District for at least 12 months and at least 1,250 hours during the 12 months immediately preceding commencement of leave.
3. Eligible employees wishing to take FMLA leave must make application for such leave, in advance (30 days where possible, or as soon thereafter as the employee becomes aware of the need for such leave), on a form available from the DeRuyter Central School District office.
4. An employee granted FMLA leave will continue to be covered under the DeRuyter Central Schools District's group health plan and dental insurance plans, under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. The employee will be responsible for paying their portion of the applicable premium rate(s).



#### Article 4, Leaves (cont'd)

5. When an employee requests FMLA leave, the District will first determine whether he/she is eligible under ¶1 of this section. Then the District will look back to the preceding July 1; absences, if any, of four (4) or more consecutive days for personal illness (paid or unpaid) and any previous FMLA leave occurring from July 1 to the effective date of the current FMLA leave will be subtracted from the twelve-week entitlement. The employee will then be granted the remainder of the twelve weeks for the requested leave. If the requested leave is for the employee's own serious health condition, paid sick leave shall run concurrently with the FMLA leave. Employees who have other applicable paid leave credits (i.e. personal and family illness leaves) may, at the employee's option, apply such paid leave against their FMLA leave and such paid leave shall run concurrently with and be a part of the FMLA absence.
6. Except as otherwise provided for herein, FMLA leave shall be subject to and governed by the applicable statute.

### **ARTICLE 5 JURY DUTY**

Jury duty will be allowed pursuant to law.

### **ARTICLE 6 JOB PERFORMANCE EVALUATION**

Each employee will be evaluated on his/her job performance at least once per year. This evaluation will be done by the immediate supervisor. Suggestions of areas in which improvement can be shown may be made and subsequent evaluations may follow. The employee should feel free to discuss his/her evaluation with the immediate supervisor and then to the School Business Executive or his/her authorized designee.

### **ARTICLE 7 PERSONNEL FILES**

1. Except for pre-employment correspondence, the only record of an employee shall be that employee's personnel file.
2. An employee will review any document which is to be placed in his/her personnel file, and shall affix his/her signature and the date and indicate approval or disapproval at the bottom of or on the last page of said material. The employee shall receive, upon request, a copy of any such document, and such shall be noted on the original. The District reserves the right to charge a per-page copying fee. Each employee shall have the right to submit a written answer to any such document within five (5) business days after the District transmits the employee's copy to him or her.
3. An employee shall be entitled to examine his or her personnel file. Such examinations shall be limited to the District's regular business hours, and in the presence of the Superintendent or his or her designee. The employee is required to sign an acknowledgement that he or she has reviewed the file; if the employee refuses to acknowledge the review, such refusal will be documented.

## Article 7, Personnel Files (cont'd)

4. This section will not be subject to the grievance procedure. However, if an employee believes that material, other than performance evaluations, is inaccurate, he or she may request a meeting with the Superintendent and/or the author of the document. The Superintendent will carefully consider the employee's objections. If the employee can substantiate to the satisfaction of the Superintendent that the material is inaccurate, it will not be placed in that employee's personnel file, or remain in the file if it was previously placed there.
5. Nothing in this clause shall limit the Board of Education's right to review personnel records.

## ARTICLE 8 DISCIPLINE AND DISCHARGE PROCEDURE

The following procedure shall be the exclusive one for all disciplinary actions, including termination of employment, for all permanent employees covered by this Agreement. For appeals from disciplinary action, this procedure shall be used instead of the grievance procedure, Article XIII of this Agreement, and the parties expressly waive the use of Sections 75, 76, and 77 of the Civil Service Law in favor of this procedure.

### Definitions:

A "*permanent employee*" shall mean an employee who has satisfactorily completed his/her probationary period in his/her current job title, as provided by the New York State Civil Service Law and the Cortland County Civil Service Rules.

"*Disciplinary action*" shall include, but is not limited to, an oral warning, a written reprimand, suspension without pay, demotion, a fine, termination of employment, or any combination thereof or any other such penalties as are deemed appropriate by the Employer. The date and substance of any oral warning shall be noted in the records of the employee's immediate supervisor, but shall not be made a part of the employee's personnel file.

### Representation:

An employee shall be entitled, upon request, to have an Association representative present if the District has reason to believe that a meeting with that employee may lead to discipline. Such a meeting shall not be unreasonably delayed while waiting for an Association representative.

An employee shall be entitled to representation by a unit officer or a labor relations specialist from the C.S.E.A. at each step of the discipline and discharge procedure.

### Notice of Discipline:

No disciplinary action shall be commenced under this Article more than 12 months after the District knew of the occurrence of the acts described in the notice of discipline. This statute of limitations shall not apply when the acts complained of would, if proved in a court of appropriate jurisdiction, constitute a crime.

Service of the notice of discipline shall be made by one of the following means:

## Article 8, Discipline and Discharge Procedure, (cont'd)

- < By personal service on the employee; or
- < By certified mail, return receipt requested.

A copy shall be given or mailed to the Unit President or his/her designee, and to the Labor Relations Specialist assigned to the DeRuyter School Unit, C.S.E.A. Local 1000, AFSCME, AFL-CIO, Central Region Office 6595 Kirkville Road, East Syracuse, New York 13057.

The notice of discipline shall contain a specific description of the act or acts for which discipline is being proposed, including dates, times, and places, and shall state the penalty being proposed. The notice of discipline shall state that the employee has the right to appeal the disciplinary action if he/she disagrees with it.

The Superintendent or his/her designee shall have the authority to place the employee on paid administrative leave pending completion of the disciplinary procedure.

### Appeal:

Any disciplinary action may be appealed except oral warnings. The burden of proof of the employee's guilt shall be the Employer's.

### Resolution by Settlement:

An employee shall have the right to resolve the disciplinary action by settlement. The employee shall have the right to be represented by the C.S.E.A. Any settlement shall be committed to writing, shall be final and binding upon all parties subject to the approval of the Superintendent of Schools or his/her designee, and shall waive the employee's rights to any further appeal under this procedure. A copy of the settlement agreement shall be given or mailed to the Unit President of the C.S.E.A., DeRuyter Central School Unit, or his/her designee, and to the Labor Relations Specialist assigned to the DeRuyter School Unit, C.S.E.A. Local 1000, AFSCME, AFL-CIO, Central Region Office 6595 Kirkville Road, East Syracuse, New York 13057.

### Time Deadlines and Procedure

A disciplinary action may be appealed by filing a written grievance within five (5) workdays after the District delivers the notice of discipline, or within five (5) workdays after the date the return receipt is signed, if the notice is mailed. Failure to file a grievance within this time deadline will constitute acceptance of the penalty, and shall settle the matter in its entirety.

Step One shall be the Superintendent of Schools or his/her designee.

For written reprimands, the employee may request a meeting with the Superintendent of Schools or his/her designee. For all other disciplinary actions, the meeting with the Superintendent or designee shall be required.

The Step One meeting shall take place within five (5) workdays after the date the Superintendent or designee receives the written grievance.

## Article 8, Discipline and Discharge Procedure, (cont'd)

The Superintendent or designee shall render a decision in writing within five (5) workdays after the date of the Step One meeting. If no meeting takes place, the Superintendent or designee shall render a decision within five (5) workdays after the date he/she receives the written grievance, or within five (5) workdays after the date the Superintendent or designee is informed that no meeting will occur, whichever is later.

If the employee has appealed the disciplinary action, the District may implement or hold in abeyance, at the Superintendent's discretion, the proposed penalty after the Step One meeting has taken place, or after the decision is issued if no meeting occurred.

Step Two shall be arbitration under the following expedited procedure:

The Association shall notify the Superintendent or designee of its intent to proceed to arbitration within ten (10) workdays after the date contained in the Step One decision.

The Association and the District shall appoint an arbitrator in rotating order from a mutually agreed list of five (5) arbitrators. A copy of the list shall be kept by the Chief Negotiators for the District and the Association.

The costs of the arbitrator shall be borne equally by the parties.

The arbitrator shall conduct a hearing within thirty (30) calendar days of the date he/she accepts the appointment.

The arbitrator shall render a written decision within thirty (30) calendar days after the conclusion of the hearing.

The disciplinary arbitrator shall be limited to determining guilt or innocence and to the appropriateness of the penalty. If the arbitrator finds that the suspension or discharge was unwarranted, or that the penalty was too severe, the arbitrator shall have the authority to direct a remedy consistent with his/her finding. If the remedy is reinstatement to the job, it may be with or without back pay. If back pay is ordered, any compensation the employee may have earned in other employment or from State or Federal benefits during the period of suspension or discharge shall be subtracted from the back pay award. The arbitrator shall not have any authority to add to, modify, subtract from, or alter in any way the provisions of this collective agreement or any attachments or supplements to it.

The decision of the arbitrator shall be final and binding upon all parties.

## **ARTICLE 9 WORKERS' COMPENSATION**

Any unit employee who is injured on the job must fill out an accident report with the Business Office as soon as possible pursuant to law. All injuries should be reported, regardless of severity.

## **ARTICLE 10 PAYROLL**

All new employees (hired on or after August 1, 1996,) shall be placed on a one (1) week's lag payroll.

## **ARTICLE 11 VACATION**

Vacation time for full-time twelve (12) month employees is non-cumulative and the form must be completed and submitted to the supervisor and then to the School Business Executive, and then the Superintendent for approval.

Full-time 12-month employees shall earn vacation according to the following schedule:

- After one (1) full year of District employment – Two (2) weeks
- After seven (7) through fourteen (14) full years of District employment – Three (3) weeks
- After fifteen (15) full years of District employment - Four (4) weeks

Employees hired after 11/3/92 shall have their vacation days prorated from the first day of employment.

## **ARTICLE 12 HOLIDAYS**

Paid holidays for full time 11- month and 12 month unit employees have already been reflected in the individual's salary and are as follows:<sup>1</sup>

Fourth of July  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King Day  
President's Day  
One day as designated by the District  
Memorial Day  
Labor Day

Three additional paid optional holidays will be granted to full-time 12-month employees. The dates for such holidays will be determined by the Superintendent. Optional days can be used only when a paid substitute is not required.

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<sup>1</sup> For the work year, see Article 16.

## **Article 12, Holidays (cont'd)**

Ten (10) month full time employees shall be entitled to the same holidays noted above and which fall during the employee's work year. Payment for same is already included in the employee's salary. Ten month unit employees are not eligible for the three (3) optional holidays.

Unit members must work the last scheduled work day before and the first scheduled work day after the holiday or vacation period, except if the individual is on an approved paid vacation day, in order to receive holiday pay.

## **ARTICLE 13 INSURANCE**

### **HEALTH INSURANCE**

For all 10-month, 11-month, or 12-month full time and part time unit employees who work 50% or more of the full time annual hours for their title, except for hourly employees, and who are enrolled in the District's health insurance plan, the DeRuyter Central School District will, effective July 1, 2002, contribute 100% of the cost of the individual premium, and 75% of the cost of the dependents' share of the premium.

Unit members hired after March 31, 1996, in addition to meeting the aforementioned eligibility requirements, must also be employed for the District for ninety (90) days and then will be eligible to receive health insurance premium contributions paid for by the District.

### **HEALTH INSURANCE AFTER RETIREMENT**

Employees who retire during the life of this agreement can retain health insurance coverage providing that they pay the full premium.

### **DENTAL INSURANCE**

The DeRuyter Central School District will, effective July 1, 2002, contribute one hundred twenty-five dollars (\$125.00) per year for all 10-month, 11-month, or 12 month full time and part time unit employees who work more than 50% of the full time annual hours for their title, except for hourly employees, and who are enrolled in any individual or family dental insurance plan offered by the District.

In addition to the dental plan now in place, the District will offer the Sunrise plan, which is administered by the C.S.E.A. Employee Benefit Fund, as an option if and when the bargaining unit attains enrollment in the plan of 50% of those employees who are eligible for dental insurance.

### **LIFE INSURANCE**

The District's current plan and payment for life insurance premiums for unit employees will be continued.

## **ARTICLE 14 RETIREMENT**

- 14.1 Unit employees are eligible for membership in the New York State Employees' Retirement System or the New York State Teachers' Retirement System. Full-time employees must join the applicable retirement system. Part-time employees may elect to join.
- 14.2 The District will provide Section 75-i of the New York State Retirement and Social Security Law to Tier 1 and 2 members of the Employees' Retirement System.
- 14.3 The District will provide Articles 14 and 15 of the New York State Retirement and Social Security Law to Tier 3 and 4 members of the Employees' Retirement System.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

### **Section 1. Declaration of Purpose**

- 1.1 Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its employees is essential to the operation of the schools, it is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievance of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board of Education (hereinafter sometimes referred to as the Board) and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

### **Section 2. Definitions**

- 1. A grievance shall be defined as any dispute involving a violation of this agreement or its application or interpretation.
- 2. The term "Supervisor" shall mean the immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.
- 3. "Superintendent" is the Chief Executive Officer of the District.
- 4. "Association" shall mean the CSEA.
- 5. "Days", unless otherwise specified, shall be defined as days when the District's office is officially open.

## Article 15, Grievance Procedure (cont'd)

### Section 3. Procedures

- 3.1 An employee shall have the right to confront and cross-examine all witnesses called against him or her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- 3.2 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or Association nor any member of the administration against the employee, any representative, any member of the grievance committee or any other person by reason of such grievance or participation therein.
- 3.3 Forms for serving notices, taking appeals and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Board and the Association shall then have the forms printed and distributed so as to facilitate operation of the grievance procedure.
- 3.4 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.5 The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communication, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than the oral step, Section 3.1, and all written decisions at all stages.
- 3.6 The Official Grievance Record shall be available for inspection and/or copying by the employee, the Grievance Committee and the Board but shall not be deemed a public record.
- 3.7 Each party shall be responsible for its own expenses for preparation, legal counsel, records, witnesses and other costs related to the grievance.
- 3.8 The pendency of a grievance shall in no way operate to impede, delay or interfere with the right of the employer to take action which is subject to complaint.

### Section 4. Time Limits

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended or shortened only by mutual agreement.



## Article 15, Grievance Procedure (cont'd)

- 4.2 If the decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 4.3 Failure at any stage of this grievance procedure to communicate a decision to the employee, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

### Section 5. Stage 1: Supervisor

- 5.1 A employee having a grievance will discuss it with his supervisor, either directly or through a representative, within fifteen (15) days after the employee knew or should have known of the act or condition on which the grievance is based. This oral step is required for every grievance unless waived in writing by the parties.
- 5.2 Within five (5) days after becoming aware of the grievance, the supervisor shall present his/her decision to the employee.
- 5.3 Within five (5) days after receipt of the supervisor's decision in Section 5.2, the employee, if still dissatisfied with the supervisor's answer, shall reduce his/her grievance to writing and submit same to the supervisor.
- 5.4 The supervisor, within five (5) days after receipt of same, shall answer in writing.

### Section 6. Stage II: Superintendent

- 6.1 If the employee initiating the grievance is not satisfied with written decision at the conclusion of Stage I, and wishes to proceed further under this grievance procedure, the employee shall, within five (5) days of receipt of the written decision in Stage I, present the Superintendent a copy of the written decision from Stage I with the appeal.
- 6.2 Within five (5) days after receipt of the appeal, the Superintendent or his duly authorized representative shall hold a hearing with the employee and his representative.
- 6.3 The Superintendent shall render a decision in writing to the employee and his/her representative within five (5) days after the conclusion of the hearing.

## Article 15, Grievance Procedure (cont'd)

### Section 7. Stage III: Board of Education

- 7.1 If the employee is not satisfied with the decision at Stage II, the employee will file an appeal in writing with the Board within five (5) days after receiving the decision at Stage II. The official grievance record maintained by the Superintendent shall be available for the use of the Board.
- 7.2 Within ten (10) days, or no later than the next regular meeting following the date the Board receives the appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session and shall include the grievant, a CSEA representative and representatives for the District.
- 7.3 Within ten (10) days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance.

### Section 8. Stage IV: Arbitration

In the event the problem is not resolved in Stage 3, the CSEA may appeal the grievance to arbitration. The CSEA will notify the employer of its intent to proceed to arbitration within twenty-one (21) calendar days from the date the Association Unit President receives the Stage 3 response. Arbitration will be in accordance with the voluntary arbitration rules of procedure of the New York State Public Employment Relations Board. The costs of the services and any related expenses of the arbitrator, excluding the initial filing fee, will be borne equally by the parties. The initial filing fee shall be paid by the party who files for arbitration. Each party will bear the cost of preparing and presenting its own case. The arbitrator's decision shall be binding on both parties. The arbitrator shall have no authority to determine any other issues not so submitted and shall have no power to add to, subtract from, or modify the terms of provisions of this Agreement.

## **ARTICLE 16 WORK DAY**

- 16.1 The work day for twelve month full time unit employees shall be as follows:  
  
Custodial and maintenance employees and the auto mechanic – 8 hours per day plus a ½ hour unpaid lunch break.  
  
Twelve-month Clerical employees shall have a workday of 7 ½ hours plus a ½ hour unpaid lunch break.
- 16.2 Eleven-month Clerical employees shall have a workday of 7 ½ hours plus a ½ hour unpaid lunch break. The work year for 11-month Clerical employees shall be September 1 through June 30 plus 20 days during July and August. The summer schedule shall be determined each year by the administrator to whom each employee reports.

## Article 16, Work Day (cont'd)

Eleven-month employees follow the ten-month employee calendar. Eleven-month employees will work the same days as teachers are in school. On those days when teachers attend for such events as staff development and conference days, eleven-month employees will also work. Eleven-month employees also work through the last week in June, and the first week of September beginning September 1 (except Labor Day).

- 16.3 The Library Aide shall be an 11-month employee. He/She shall have a workday of 7 hours plus a ½ hour unpaid lunch break. The work year shall be September 1 through June 30 plus 20 days during July and August.

The summer schedule shall be determined each year by the School Library Media Specialist, the two building principals, and the Superintendent of Schools.

- 16.4 The work day for ten month full time unit employees shall be as follows:

School bus drivers	Three (3) hours
Cafeteria workers	Six hours + ½ hour unpaid lunch break
Clerical workers	7 ½ hours + ½ hour unpaid lunch break
Monitors and Aides	Seven hours + ½ hour unpaid lunch break
Teaching Assistants and Nurse	Seven hours + ½ hour unpaid lunch break

- 16.5 Per diem rates of pay will be calculated as follows:

10 month employee = 200 days

11 month employee = 220 days

12 month employee = 240 days

- 16.6 **Overtime**

Overtime must be approved by an employee's supervisor before it is worked. Overtime work for Custodial and Maintenance employees will be assigned by rotation, starting with the most senior employee in the job title. If no employee is available after the rotation list is canvassed, the supervisor shall retain the right to assign an employee to the work, starting with the least senior employee in the job title.

- 16.7 **Snowplowing**

The parties agree that snowplowing may be contracted out. If the District hires a groundskeeper whose duties include snowplowing, this position will be added to this bargaining unit, and work hours for a groundskeeper shall be flexible to allow for seasonal changes in duties.

- 16.8 **Aides and Assistants: Schedules on Conference Days**

On Superintendent's Conference Days and other days when the school schedule deviates from normal, for example parents' conference days and examination days for students, Teacher Aides and Teacher Assistants may, at the discretion of the Superintendent of Schools, continue with their normal assignment; be assigned other work; or may be excused

## Article 16, Work Day (cont'd)

from work for that day or period of time. Teacher Aides and Teacher Assistants will be paid for such days or partial days. This provision shall not be subject to the grievance procedure.

### **ARTICLE 17 SENIORITY, POSTING AND BIDDING, AND LAYOFF AND RECALL**

#### **17.1 Seniority for Bidding on Vacant Positions**

Seniority shall be defined, for all purposes in the agreement, as the last date of hire, in the current job title after the completion of the probationary period. Upon completion of the probationary period the date of seniority shall be retroactive to the first day of the probationary period.

#### **17.2 TIED SENIORITY will be resolved by the following factors, in the order listed:**

1. Date of appointment by the Board of Education
2. Order of appointment by the Board, if appointments are made at the same meeting.
3. The last 4 digits of the employee's Social Security numbers, with the higher of the two being chosen.

#### **17.3 Seniority shall be FROZEN during the following events:**

1. Any unpaid leave of absence of one month (20 workdays) or longer.
2. Any layoff. When the employee returns to work, his/her seniority is restored, but no seniority shall be earned during the time off the job.

#### **17.4 Seniority shall be BROKEN by any of the following events.**

1. Resignation
2. Retirement
3. Termination
4. Abandonment of Position
5. Failure to return from a leave of absence
6. Layoff, with no recall during the time periods set out in the Civil Service Law.

#### **17.5 Seniority for Teaching Assistants With Prior Service as Teacher Aides**

- 17.5.1 Employees who have worked as Teacher Aides for DeRuyter, and who are appointed as Teaching Assistants with no break in service, shall retain their District seniority. Seniority as a Teacher Aide shall be frozen, and seniority as a Teaching Assistant shall begin on the date that appointment is effective.

## Article 17, Seniority (cont'd)

17.5.2 Full-time Teaching Assistants who have worked as Teacher Aides shall retain the right to bump into positions as Teacher Aides if their positions as Teaching Assistants are abolished. If there are no positions as Teacher Aides, employees shall be placed on a preferred eligible list pursuant to § 17.7.

### 17.6 Transfers, Promotions, and Upgrades

17.6.1 Promotions, transfers and upgrades shall be made on the basis of employee qualifications.

17.6.2 Job postings shall be dated the first day of the posting, and shall be made for at least five (5) working days prior to the selection of an individual to fill the job on a permanent basis. The assignment and hours of work will be included in the posting. A complete job description will not necessarily be posted, but will be available in the District Office.

17.6.3 This section shall apply to permanent vacancies; the District may, but is not required to, post openings for substitutes.

17.6.4 Whenever more than one application for a job opening is received, preference shall be given to the applicant with the greatest seniority, provided the qualifications of the applicants, as determined by the District, are substantially equal. "Qualification" shall mean ability (including training) and physical fitness. This section in no way limits management's right to select an applicant who is not currently an employee of the District.

### 17.7 Layoff and Recall for Non-Competitive Civil Service Class Employees

17.7.1 Full-time employees in the non-competitive class will be given the same rights as contained in the Civil Service Law for competitive class employees for layoff and placement on a preferred eligible list to be called back to work.

17.7.2 The District shall maintain two seniority lists, competitive class and noncompetitive class, for purposes of layoff and preferred eligibility for recall.

## ARTICLE 18 WAGES

The parties agree to the following salary increases:

18.1 For starting rates, see Appendix I.

18.2 2002-03

Each returning unit employee, except those who are to receive upgrades, shall receive a four percent (4%) increase. Details of upgrades for 2002-03 are kept in the DeRuyter Business Office and in the offices of the Chief Negotiators.

Article 18, Wages (cont'd)

18.3 2003-04

Each returning unit employee shall receive a four percent (4%) increase.

18.4 2004-05

Each returning unit employee shall receive a four percent (4%) increase.

18.5 Special bus driver rates. Appendix II

Special bus driver rates will increase by four and one-half percent (4.5%) in the 2002-03 school year; and by four percent (4%) per year in the 2003-04 and 2004-05 school years.

**ARTICLE 19  
TRANSPORTATION**

19.1 Each summer, summer bus driving runs will be posted. The most senior bus driver shall be awarded the selected summer run.

19.2 In the event other bus driving trips (except summer, regular, and extra duty field trips) occur during the normal school day, the Transportation Supervisor shall strive to contact the most senior available driver, but in any event, the final selection of the driver remains with the Transportation Supervisor.

19.3 Cancellation of Bus Runs

19.3.1 Regular Routes

Drivers will not be required to report to work on days when school is closed due to weather or another unforeseen reason. Drivers who have regularly scheduled routes will not lose pay in such instances but will not receive pay in excess of that for their regular contractual work year if they actually report to work on such a day. The District will make every effort to notify each driver before their normal reporting time.

For the normal workday, see Article 16.4.

19.3.2 If the school year must be extended because of an excess number of emergency closing days, regular drivers will be required to work on all make-up days at no extra compensation. Absence on a scheduled make-up day, except approved sick or personal leave, will result in a pay deduction.

## Article 19, Transportation, (cont'd)

### 19.4 Extra Trips

- 19.4.1 All paid trips that leave the district must be placed in seniority rotation. Paid trips are defined as trips wherein the bus driver is paid either by an organization or the district. Occasional drivers, that is, coaches and teachers who drive students to events, may continue to do so whenever the number of students to be transported does not exceed six (6), or the capacity of the small school vehicle.
- 19.4.2 Extra duty trips will be assigned according to a seniority rotation list of drivers who have indicated that they wish to be included on extra trips. At the beginning of any school year any interested driver may submit his/her name to be included on the list. The rotation list is to be posted on the garage bulletin board. Drivers who did not sign up for the rotation list at the beginning of the school year may, after notifying the Transportation Supervisor, do so on the first working day of any month school is in session.

The following procedure shall be the format for assigning extra duty field trips:

- a) All extra trip requests received for the following week will be posted no later than each Thursday, or the last workday of any shortened workweek. Before the regular p.m. run each Thursday or alternate drawing day, trips, written individually on identical slips of paper, will be placed on a table, face up.
  - b) Each driver or his/her designated substitute shall, in the order listed on the rotation roster, draw a slip from the table. That drawing shall be the driver's assigned trip for that week. A driver shall be expected to complete his/her extra-duty assignment, once drawn from the table. All drivers not listed on the extra-trip rotation roster will be excused from the draw area 10 minutes before the draw, to avoid confusion and expedite the draw. The Transportation Supervisor shall have the authority to assign drivers for any extra trips not drawn.
  - c) The normal progression for extra trips is as follows:
    - i) Drivers whose names are on the rotation list for extra trips;
    - ii) Other regular drivers temporarily off the rotation list;
    - iii) Substitute drivers;
    - iv) The Transportation Supervisor;
    - v) Mechanics;
    - vi) If nobody volunteers to take the trip, the trip is assigned to the least senior driver, in rotation.
- 19.4.3 The District will make every effort to notify a driver whose extra trip is canceled after the driver has signed up to drive the trip. If the District cannot notify the driver before he/she reports for the assignment, that driver will be paid for one (1) hour's work at the rate of ten dollars (\$10.00) per hour.
- 19.4.4 Drivers are discouraged from leaving their regular runs to drive an extra trip. However, if a driver does so, he/she will have the "Trip Deduct" amount (see Appendix II taken of the payment for that extra help.

Article 19, Transportation, (cont'd)

19.4.5 All Special Bus Driver Rates (*see* Appendix II) will be paid by the hour, not by the trip, except "Trip Deduct" and "Extra Stops". Extra trips shall be paid at the minimum number of hours specifically stated in the definitions in Appendix II.

19.4.6 For rates, see Appendix II.

19.5 Safety Meetings

For mandatory safety meetings, drivers will be compensated for attendance, including travel to and from the meeting site, at the rates of \$10.00 per hour in 2002-03, \$10.40 in 2003-04, and \$10.80 in 2004-05.

19.6 Meals

A driver who is away from the District on an assignment for at least one (1) hour before or after breakfast, lunch, or dinner, will be paid \$7.00 for each such meal.

19.7 Staff Development Days

Staff development days are days on which no students are transported. Such days are regular workdays lasting about 3 hours on which training or other special activities take place. Drivers must be present or be on approved sick or personal leave.



## **ARTICLE 20 AGREEMENT SCOPE**

### **Section 1.**

This Agreement shall constitute the full and complete commitments of the District to the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union waive the right to negotiate collectively with respect to any subject or matter, or impact of such subject or matter not specifically referred to or covered in this Agreement, unless such subject or matter did not exist at the time this agreement was executed.

### **Section 2.**

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to the terms of this Agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 21  
DURATION OF AGREEMENT**

This Contract shall cover the period from July 1, 2002 and shall become effective when approved by the Board of Education, except as specifically modified herein, and continue in effect through June 30, 2005.

Dated this 22 day of November, 2002

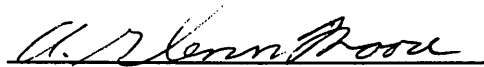
For the CSEA, INC.

Richard Britton, LRS



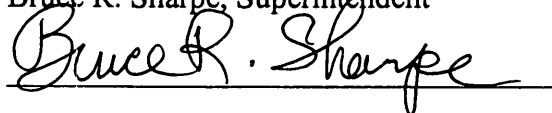
For the Association

A. Glenn Moore, President

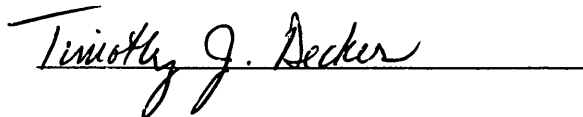


For the District

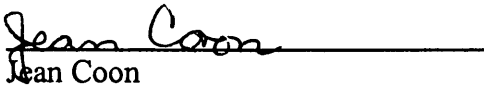
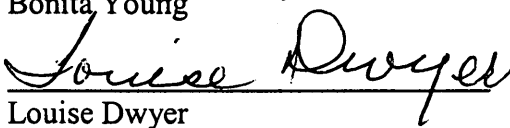
Bruce R. Sharpe, Superintendent



Timothy J. Decker, School Business  
Administrator



Team Members:

  
Jean Coon  
Kathleen Mowers  
Bonita Young  
Louise Dwyer

**APPENDIX I  
STARTING RATES  
2002-05**

POSITION	WORK HOURS per YEAR	2002-03 RATE PER HOUR	2002-03 RATE PER YEAR	2003-04 RATE PER HOUR	2003-04 RATE PER YEAR	2004-05 RATE PER HOUR	2004-05 RATE PER YEAR
Bus Monitor	Varies	\$5.50		\$5.75		\$6.00	
Auto Mechanic	1,920	\$11.05	\$21,208	\$11.50	\$22,075	\$12.00	\$23,035
School Bus Driver	600	\$11.05	\$6,627	\$11.50	\$6,898	\$12.00	\$7,198
Cleaner	1,920	\$6.77	\$13,000	\$7.05	\$13,540	\$7.35	\$14,120
Custodian	1,920	\$7.50	\$14,400	\$7.81	\$15,000	\$8.15	\$15,638
Groundskeeper	1,920	\$6.77	\$13,000	\$7.05	\$13,540	\$7.35	\$14,120
Food Service Helper	1,200	\$5.50	\$6,600	\$5.75	\$6,900	\$6.00	\$7,200
Executive Secretary	1,800	\$9.75	\$17,556	\$10.00	\$18,000	\$10.40	\$18,720
Keyboard Specialist (11 mo.)	1,650	\$8.00	\$13,200	\$8.30	\$13,695	\$8.65	\$14,276
Keyboard Specialist (12 mo.)	1,800	\$8.00	\$14,400	\$8.30	\$14,940	\$8.65	\$15,574
Library Aide	1,540	\$8.30	\$12,784	\$8.65	\$13,324	\$9.00	\$13,857
School Nurse (R.N.)	1,400	\$11.25	\$15,750	\$11.70	\$16,380	\$12.20	\$17,077
Teacher Aide	1,400	\$5.50	\$7,700	\$5.75	\$8,050	\$6.00	\$8,400
Teaching Assistant	1,400	\$6.10	\$8,540	\$6.35	\$8,896	\$6.60	\$9,237

**APPENDIX II  
SPECIAL BUS DRIVER RATES**

ACTIVITY	Bid	Per	Minimum length	2002-03	2003-04	2004-05
Summer Route	Annual	Hour	None	\$17.21	\$17.98	\$18.70
Athletic Trips	Extra trip	Hour	3 Hours	\$10.00	\$10.40	\$10.82
Field Trips	Extra trip	Hour	3 Hours	\$10.00	\$10.40	\$10.82
Late Bus	Annual	Hour	2 Hours	Driver's reg. rate	Driver's reg. rate	Driver's reg. rate
Late Bus	Extra trip	Hour	2 Hours	\$10.00	\$10.40	\$10.82
Snack Run	Extra trip	Hour	2 Hours	\$10.00	\$10.40	\$10.82
BOCES Job Site Run	Extra trip	Hour	2 Hours	Driver's reg. rate	Driver's reg. rate	Driver's reg. rate
Trip Deduct (Sec. 19.4.3)		Trip		\$7.20	\$7.49	\$7.79
Third Trip		Hour	2 Hours	Driver's reg. rate	Driver's reg. rate	Driver's reg. rate
Extra Stops		Trip		\$5.00	\$5.20	\$5.41
Misc. Bus Duties		Hour	2 Hours	\$10.00	\$10.40	\$10.82
Mandatory meetings		Hour	2 Hours	\$10.00	\$10.40	\$10.82
Meals (Sec. 19.6)		Trip		\$7.00	\$7.00	\$7.00

**APPENDIX II  
SPECIAL BUS DRIVER RATES  
DEFINITIONS**

1. Summer Route – Included: Summer school, BOCES, swimming. No standard length. Bid annually.
2. Athletic and field trips – 3-hour minimum (Section 19.4.4). Driver remains at the site of the game or activity except in rare circumstance (that is, there is no requirement to deadhead back to DeRuyter). Bid by the trip (§ 19.4).
3. Late bus – The second run home from school for students who stay for activities after school. Currently two buses which are run every day that a late bus is scheduled; these runs are bid annually. A third bus runs when needed. All such trips have a 2-hour minimum.
4. Sick student – This assignment will be deleted.
5. Snack run – Transports senior citizens to and from the town hall for a snack every Tuesday year round. Total about 2 hours of work divided into coming and returning runs, with about 3 hours between the two runs. Bid as one extra trip.
6. Trip deduct – This amount is deducted from the driver's regular rate of pay when he/she drives an extra trip instead of driving his/her regular run. The driver is paid 100% of the rate for the extra trip, and receives his/her regular rate of pay for the day minus the trip deduct.
7. Third trip – A p.m. trip but in the middle of the day, for kindergarten the first few days of each school year, and for early dismissal for some but not all students. Each driver takes his/her own regular route. There will be a 2-hour minimum time guarantee.
8. Extra stops – To meet another bus transporting a student or students to a location in another school district, or when one student or a few students must be removed from their regular route and reassigned to another bus. Paid by the trip, or by the number of extra stops if more than one on a single run.
9. Miscellaneous bus duties – A driver transports a sick student, or drives an empty bus to a repair shop, or drives another vehicle there to pick up the bus driver. There will be a 2-hour minimum time guarantee.

Memorandum of Agreement  
between  
DeRuyter Central School District  
and  
The Civil Service Employees Association, Inc.

This agreement between the DeRuyter Central School District (hereinafter the "District") and the Civil Service Employees Association, Inc. (hereinafter "CSEA ") is made on the day and date last indicated below.

Whereas the District in the desire to reclassify, with Civil Service approval, three current District employees in three current District positions shall change as follows:

1. Bonita Young -Monitor to Keyboard Specialist
2. Michele Green -Monitor to Keyboard Specialist
3. Kathleen Mowers -Teacher Aide to Library Aide

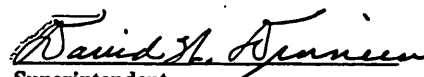
The parties agree that:

1. The school year for the above employees shall commence September 1 of each year hereafter and proceed through June 30 of the following year .
2. For payroll purposes, and additional five days multiplied by seven hours, again multiplied by each employee's hourly rate shall produce a figure to be added to each employee's paycheck, to be divided equally through the school year.
3. Keyboard Specialist position shall also receive one-half hour times their hourly rate per day added to their daily rate. This compensates the change from a seven-hour day to seven and one-half-hour day.
4. These employees shall be entitled to July 4th (Independence Day) as part of the employee's paid holiday schedule.
5. Any dispute which may arise concerning the application, meaning, interpretation or claimed violation of a specific term or provision of this agreement is subject to the grievance procedure of the collective bargaining agreement.
6. No alteration or modification of the terms of this agreement shall be made or recognized unless executed in writing between the District and CSEA.
7. This agreement shall be non-precedent setting for any future considerations by any other employee in the bargaining unit.

IN WITNESS WHEREOF, the parties have executed this agreement through their duly authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

C.S.E.A., Inc.

DeRuyter Central School District

  
Superintendent

  
Labor Relations Specialist